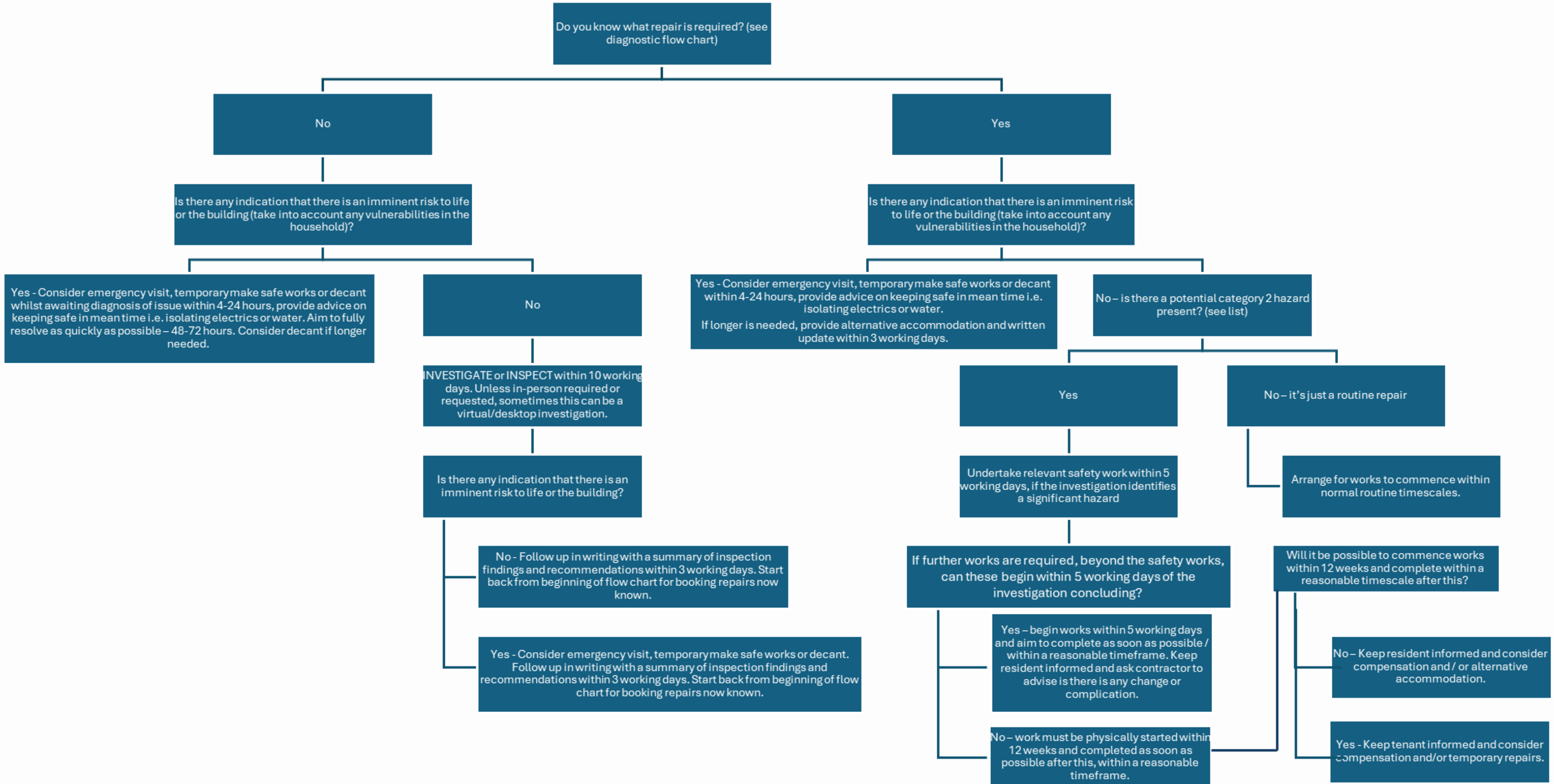


Awaab's Law Basic Process Map



Summary – Landlord's Responsibilities

- DPA = defective premises Act
- LTA = Landlord & Tenant Act 1985
- HA = Housing Act 1985/2004
- HFHH = Homes Fitness for Human Habitation Act 2018
- SHA/HSR = Social Housing (Regulation Act) / Hazards in Social Housing Regulations 2025 (Awaab's Law)
- Take such care as is reasonable in all the circumstances to see that they are reasonably safe from personal injury or from damage to their property caused by a relevant defect. (DPA, 4)
- Keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes) (LTA 11)
- Keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas, electricity, sanitation, space heating and water heating, and for sanitation (LTA, 11)
- Ensure that the dwelling 'is fit for human habitation at the time the lease was granted;' and 'will be kept fit for human habitation during the term of the lease.' 'in respect of the following matters – repair, stability, freedom from damp, internal arrangement, natural lighting, ventilation, water supply, drainage and sanitary conveniences, facilities for preparation and cooking of food and for the disposal of waste water; (LTA/HFHH 9a and 10)
- Address all prescribed emergency hazards and all damp and mould hazards that present a significant risk of harm to tenants to fixed timeframes (SH(R)A / HSHR)

Summary – Tenants Responsibilities

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- To put the landlord on notice of any defect they are aware of. (DPA, 4) (SH(R)A / HSHR)
 - To allow the landlord reasonable access to investigate or repair. (LTA, 11) (SH(R)A / HSHR)
 - 'to use the premises in a tenant-like manner'*. (LTA, 11)(HFHH, 9a) (SH(R)A / HSHR)
 - To meet the obligations 'expressly imposed' on them 'by the tenancy agreement' (DPA, 4) (HFHH, 9a)
 - To repair or maintain anything they are 'entitled to remove from the dwelling' (or at least not allow these items to cause damage to the property if not maintained). (11, LTA)(9a HFHH) (SH(R)A / HSHR)
 - (gov.uk) 'report repairs', 'if possible, making sure your homes is well ventilated (to help avoid condensation and damp)', 'carrying out minor maintenance such as checking smoke alarms are working and changing lightbulbs)', 'disposing of rubbish and keeping the housing reasonably clean'. 'Make sure that you understand how to operate the boiler and other appliances'. 'most tenants could reasonably be expected to remove condensation and very small amounts of mould using an appropriate mould and mildew cleaner' (larger areas by professionals).

Summary – Timescales

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 - Within **24 hours:**
Investigate or make safe emergency damp and mould related hazards within 24 hours of becoming aware of them, provide temporary housing if this is not possible. (SHA 2023/HSHR 2025)
 - Within **1 working day:**
Total loss of power, Dangerous electrics, Total loss of water supply, total or partial loss of gas supply, blocked flue, loss of heating or hot water Nov to April, blocked/leaking foul drain/toilet, only toilet not flushing, leak from water pipe or tank, insecure window or door. (HA 2004/RTR Regs)
 - Within **3 working days:**
-Partial loss of power, Partial loss of water supply, no heating or hot water May to Oct, Blocked sink, bath or basin, Loose banister or handrail, rotten timber floor. (HA 2004/RTR Regs)
-Produce a written summary of investigation findings and provide this to the named tenant within 3 working days of the conclusion of the investigation (SHA 2023/HSHR 2025)
 - Within **5 working days:**
-Undertake relevant safety work within 5 working days of the investigation concluding, if the investigation identifies a significant damp and mould related hazard (SHA 2023/HSHR 2025)
 - Within **7 working days:**
-Leaking roof, Mechanical extractor fan not working. (HA 2004/RTR Regs)
 - Within 10 working days:
-Investigate significant hazards relating to damp and mould (SHA 2023/HSHR 2025)
 - Within a **reasonable timescale:**
-Everything else not included above. Routine repairs depend on housing policy and tenancy agreement. Usually 4 – 6 weeks for routine repairs, and 1 –24 months for major or planned works. (LTA 11, HFHH 9a and 10)
 - Within 12 weeks:
-Damp and mould related hazards which cannot reasonably be completed within 5 working days (SHA 2023/HSHR 2025)
 - **Longer timescales**

-Component renewals i.e. kitchens < 20 yrs, bathrooms <30yrs, loft insulation 50 – 200mm depending on heating, boiler < 15 yrs, storage heaters < 20yrs, roof < 50yrs (Decent Homes Standard, linked to HA 2004, significant failed standard may fail HHSRS)
-When components are renewed – to meet the relevant building regulations where they are retrospectively applied. (BA 1985)

Summary – Exclusions & Limitations:

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HEADLINE: "From October, social landlords to be forced to investigate and fix dangerous damp and mould in set time periods and repair all emergency hazards within 24 hours" (gov.uk)

- 'it does not require the landlord to: carry out works or repairs for which the tenant is liable because of:
 - the duty of the tenant to use the dwelling in a tenant-like manner, (LTA, 11 and 9a, SHRA)
 - or because there is an express covenant in the lease which requires the tenant to use the dwelling in a tenant-like manner; (LTA, 11 and 9a, SHRA)
 - keep in repair or maintain anything which the tenant is entitled to remove from the dwelling; (LTA, 11 and 9a, SHRA)
 - Section 9A(3) provides that, in addition, the implied covenant does not impose on the landlord any liability where the property is unfit for human habitation where the unfitness is wholly or mainly because of: the tenant's own breach of the implied covenant [...]. (9a)

'For a hazard to be in scope of the Awaab's Law repair requirements, it must:

- a) be a part of buildings or land for which the social landlord is responsible
- b) be in the landlord's control to fix
- c) not be damage that is a result of breach of contract by the tenant
- d) result from defects, disrepair or lack of maintenance
- e) be a significant or emergency hazard.

For Awaab's Law to apply, the hazard must be a deficiency in a building or land that the social landlord is responsible for.

Examples of Exclusions and Limitations

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- Leak from tenants own bathroom, kitchen, shower(although landlord may make safe or make good as a chargeable service)
- Mould caused by tenants removing or isolating extract fans
- Mould or damp caused by not using heating, or not heating effectively (where heating is functional to reasonable levels – although landlords should be signposting to/providing support)
- Mould caused by a lack of cleaning/hygiene.
- Mould caused by keeping window trickle vents closed or taped up.
- Damp or mould caused by running a business from the home without permission i.e hairdressers, laundry, dog breeding.
- Damp or mould caused by not using a shower curtain or bath mat.
- Cold spots caused by loft insulation disturbed by tenants items in loft space.

These are all possible issues, there will be exceptional circumstances to consider.